

# WEATHER REPORT.

Washington, D. C., March 10.—Forecast for Saturday:  
Virginia—Fair; warmer in southeast quarter; fresh to brisk southeasterly winds.  
North Carolina—Fair; warmer in extreme eastern portion; fresh to brisk easterly winds.  
Norfolk and vicinity.  
WEATHER FORECAST FOR TO-DAY.  
Generally fair; warmer; South winds.  
TEMPERATURE, RAINFALL AND HUMIDITY.

March 10, 1899.  
Maximum temperature ..... 48  
Minimum temperature ..... 39  
Normal temperature ..... 43  
Departure from normal ..... minus 4  
Departure since Jan. 1st ..... minus 17  
Rainfall in past 24 hours ..... .0  
Rainfall since 1st of month ..... 3.12  
Mean humidity ..... 81

CALENDAR.  
Sun rises, 6:21 a. m.; sets, 6:09 p. m.

TIDES.  
Norfolk: High water, 8:45 a. m., 9:04 p. m. Low water, 2:30 a. m., 2:50 p. m.  
Old Point: High water, 8:24 a. m., 8:43 p. m. Low water, 2:09 a. m., 2:29 p. m.

Monuments and Gravestones.  
The selection of a suitable memorial in marble or granite can be readily made from our stock, for we carry the largest assortment of finished designs in the South.  
**THE COOPER MARBLE WORKS**  
(Established 50 Years.)  
159-163 Bann St. Norfolk, Va.

AMUSEMENTS.  
**AUDITORIUM THEATRE.**  
S. E. Cor. Nebraska and Union Sts.  
JAS. M. BARTON, Prop. and Manager.  
WILEY HAMILTON, Asst. Mgr. and Director.  
Open every night in the year. Smoking Concerts, presenting a respectable, up-to-date Vaudeville entertainment.  
Matinees, Tues. and Thurs. at 2 p. m. Evening performances continuous from 8 till 12. Admission, 10, 15 and 25c. Jazzy-ly

MEETINGS.  
**NOTICE.** THE ANNUAL MEETING OF THE VIRGINIAN-PILOT PUBLISHING COMPANY will be held at the office of Mr. L. D. Starke, Jr., room No. 23 Lowenberg building, in the city of Norfolk, Va., on WEDNESDAY, THE 17TH DAY OF APRIL, 1899, at 12 o'clock m.  
mhl-tdm J. E. ALLEN, Secretary.

**NOTICE.** THE ANNUAL MEETING OF THE CAPE HENRY PARK AND LAND COMPANY will be held at the office of the secretary and treasurer, room No. 1, Lowenberg building, in the city of Norfolk, Va., on THURSDAY, the 16th day of March, 1899, at 12 o'clock m.  
WM. W. OLD, Secretary and Treasurer, mar-tdm

**THE ANNUAL MEETING OF THE STOCKHOLDERS OF THE LYNN HAVEN SYNDICATE** will be held at the Company's office, No. 35 Main street, Norfolk, Va., on THURSDAY, March 23d, 1899, at 12 m.  
ROBT. W. LAMB, Secretary, feb-td

**CLOSING OUT.**  
Everything at Cost  
—FOR—  
**TEN DAYS.**  
COME WHILE IT LASTS.

**W. A. BONNEY & SONS,**  
61-63 NEW MARKET SPACE.  
New phone 715.  
Old phone 735. mhl-1w

**NOTICE.**  
The undersigned has purchased of Lilla V. Peed, administratrix of Horace S. Peed, deceased, her interest in such administratrix in the assets and business of the late firm of F. M. PEED & SON, composed of the said Horace S. Peed and the undersigned, and will hereafter carry on at the old stand of the said firm, No. 217 Water street, Norfolk, Virginia, the business of Wholesale and Retail Ship Chandlers and Groceries in all its branches, under the name and style of J. M. JORDAN & CO.  
All persons indebted to the late firm of F. M. PEED & SON will please make payment to the undersigned.  
J. M. JORDAN, feb-tdm

**Celery Nerve Compound**  
A true Nerve Tonic; an Active Alternative. A Reliable Laxative and Diuretic.  
Purifies the blood, renews strength and vitality; regulates the liver, kidneys, stomach and bowels.  
\$1 size bottles for 75c. nt

**Trotter's Drug Store,**  
388 Main St. Cor. Church St.

**Why the Stieff Piano?**  
BECAUSE OF ITS PURITY, RICHNESS AND VOLUME OF TONE. ARTISTIC BEAUTY OF FINISH. GENUINE SOLIDITY OF CONSTRUCTION AND A SOLID DURABILITY THAT ENABLES US TO GUARANTEE ALL.

**STIEFF PIANOS?**  
Sold for Half Century Past. Call and examine our stock.  
Factory Warehouses,  
The Monticello Hotel,  
Granby St., near Ladies' Entrance.  
**JOHN J. FOSTER, Manager.**

**WILL MOVE**  
March 16th, 1899.

On account of increased business, we will move to the stores now occupied by W. A. Bonney & Son, 61 and 63 New Market Place, will goods will be delivered promptly. We will put on extra wagon. Hoping to see all of our old friends and as many new ones.  
Yours for Business,

**VIRGINIA GROCERY CO.,**  
69 NEW MARKET PLACE.

# COURT DECISIONS.

Notes of Cases Recently Decided,  
Which are of Interest to  
Our People.

DIGESTED BY W. B. MARTIN,  
(Exclusively for Virginian-Pilot.)  
WARING V. WARING.

Supreme Court of Appeals of Virginia,  
January 12, 1899.

CONSTRUCTION OF WILLS—THE WORD "CHILDREN" HAS A DEFINITE LEGAL MEANING, AND WHERE NO OTHER WORDS ARE JOINED WITH IT IN A WILL IT HAS NO OTHER MEANING THAN ISSUE IN THE FIRST DEGREE. TECHNICAL WORDS ARE PRESUMED TO BE USED TECHNICALLY—IN THE WILL HERE CONSTRUED "CHILDREN" WAS USED IN ITS TECHNICAL AND WELL DEFINED LEGAL SENSE.

This was a suit in chancery for partition involving the construction of the will of Captain William L. Waring. By the fifth clause of his will he devised to his son, Robert Payne Waring, during his natural life, and at his death to his children, the lands sought to be partitioned. Deceased had eleven children, of whom four survived him; four died in infancy without issue; one, after coming of age, died, leaving a widow but no issue, and one died during the life of his father, leaving a widow and five children.  
The court says:  
It is conceded that under that clause of the will, standing alone, the children of Robert Payne Waring took a vested remainder of one-eleventh each, but it is contended that when that clause is considered in connection with the thirteenth clause, it should be construed as giving the land to Robert Payne Waring for life, and at his death to his LINEAL DESCENDANTS LIVING AT THE TIME OF HIS DEATH.

The word "children" has a definite legal significance and where no other words are joined with it, it has in general no other meaning but ISSUE IN THE FIRST DEGREE. In order that it may be construed to mean lineal descendants, it must be so construed as to give effect to the intent of the testator. It must be something on the face of the will to show that it was so intended, for no rule is better settled than that technical words are presumed to be used technically, and that words of a definite legal significance are to be understood as used in their definite legal sense, unless the contrary appears on the face of the instrument.

It seems to us that the purpose and the only purpose of the testator, by clause thirteen was to make a further disposition of the property, given by former clauses of his will to such of his children as might die leaving no lineal descendants at the time of their deaths, respectively. But if a child died leaving a lineal descendant, the property given him, whether he took the whole or lesser estate therein, passed according to the terms of such bequest or devise, and as if the will did not contain clause thirteen. But whatever may have been the object of the testator by clause thirteen, there is nothing in it, or any other portion of the will, to show that the word "children" in the fifth clause was used in any other than its well defined technical sense.  
We are of opinion, therefore, that each of the children of Robert Payne Waring took a vested remainder of one-eleventh in the lands devised to their father for life; that upon the death of the infant children, their interests were inherited by their father, and that complainant, the widow of G. W. Waring, acquired his interest under the marriage settlement made upon her. The Circuit Court so held and its decree must be affirmed.

BENT V. LIPSCOMB.  
Supreme Court of Appeals, West Va.,  
November 16, 1898.

AN ATTORNEY AT LAW HAS A LIEN ON A JUDGMENT RECOVERED FOR HIS CLIENT FOR HIS FEES—Said LIEN IS GOOD AGAINST AN ASSIGNEE OF THE JUDGMENT, THOUGH HE HAD NO NOTICE OF IT.  
A WRITING GIVEN BY THE CLIENT TO THE ATTORNEY, AUTHORIZING HIM TO RETAIN FROM THE JUDGMENT, WHEN RECOVERED, A PART FOR HIS FEES, IS AN ASSIGNMENT OF THAT PART.

The facts are sufficiently set forth in the opinion of the Court. The Court says:  
Action by Bent against Lipscomb & Lipscomb, before a justice, appealed to the Circuit Court, where, upon demurrer to evidence, judgment was given for defendants. One Kessell, in an action against Hinkle, recovered a judgment. Bent was one of his attorneys. The common law gave him a lien on that judgment for his compensation as attorney, and he had a writing from Kessell, giving him right to "retain, out of any recovery of money had by a verdict and judgment, one-fourth value of such recovery, and judgment in said suit, in money, as compensation for his (said Bent's) services as one of my counsel in said case." Lipscomb & Lipscomb were associate counsel with Bent in the case, and took from Kessell an assignment of the judgment, and collected it. Bent brought this action against them to recover his fourth of the judgment. I think the record shows an assignment to the firm, not to one of them. At any rate, the firm collected the money. Counsel for Lipscomb & Lipscomb says that Bent had no lien. Why not? He had by common law and the writing. Notice of such lien is necessary as to debtor, but not to an assignee of the judgment. This would show right to judgment under the head of assignment for money had and received by the defendants to the use of plaintiff—money of his received by them. The evidence shows that defendants had notice of Bent's right, and took the assignment with set purpose to keep the money from going to Bent's hands, which shows they had notice of his right, if that were material, as also does other evidence show it, and makes the case all the stronger against them. They said they took the assignment to keep the money from going to Bent's hands, as they had feared so had Bent. They were justified in taking the assignment; but law and justice require that they make them take the assignment subject to his rights. They afterwards paid half the judgment to Kessell. This seems to show that they took the assignment to defeat Bent. His lien forbade this payment to Kessell. More-

over, that paper from Kessell to Bent was an assignment. It would not destroy, but confirm, his common law lien. Defendants had full notice of Bent's right before payment to Kessell, and were warned not to pay him. They could not pay him Bent's money. As an assignment, it is good against them; and, even if there were no lien, this assignment would sustain the case. The case is plainly with the plaintiff, and we reverse the judgment and enter judgment for him.

# TEMPLES OF EQUITY

Yesterday's Record of the Various Courts.

The Police Docket a Long One—Transfers of Realty—Mr. Watt Gets Damages—Decided Against the City—Personals.

The following cases were disposed of in the Police Court yesterday:  
Henry Cook, colored, unlawful shooting in June last; fined \$11.  
Joseph Bruce, colored, stealing fifty cents from George Taylor; fined \$3.50.  
Nelle Craig, assaulting Rubie James; dismissed at the cost of the complainant.  
William Floyd, colored, No. 79 Scott street, wife-beating; fined \$6.  
Luther James, colored, assaulting John Crider, colored, and resisting an officer; fined \$5.00.  
Peter Fields, colored, sick vagrant; five days in the jail hospital.  
Silas Jones, colored, insulting ladies; continued for ten days.  
William Bailey, colored, suspicious character; held for ten days.  
Charlie Williams, a Greek, stealing clothing from another foreigner; continued until next week.  
Steve Seelinger, keeping a disorderly house; dismissed.  
Joseph Seelinger, assaulting and beating W. A. Nobles, a yeoman on the United States receiving ship Franklin, in Steve Seelinger's bar, No. 12 Bank street, Thursday evening; continued until Thursday of next week, the injured man being unable to appear. Seelinger was rebuked in the sum of \$50. Nobles is confined at his home, No. 55 Arlington Place.  
U. S. DISTRICT COURT.  
Judge Waddell presided in the United States District Court yesterday.  
The libeled schooner George W. Crowell was yesterday ordered sold on Thursday, the 16th instant.  
The recent sale of the libeled schooner George E. Dudley was confirmed.  
Discharged in bankruptcy, C. J. Whitehurst—first petitioner in this court, William F. Allen and Russell P. Denby.  
TRANSFERS OF REALTY.  
In the Clerk's office yesterday the following deeds of bargain and sale were admitted to record:  
F. Hyrd Thompson, of Baltimore, to C. G. Waller, the lot with improvements numbered 127 and 129 Smith street; \$2,000.  
J. M. Keeling, attorney in fact, et al., to W. H. Terry, a lot fronting twenty-five feet on the north side of Olney road, Ribble Place; \$710.25.  
CORPORATION COURT.  
The C. W. Teabutt grand larceny case was called in the Corporation Court yesterday for a second trial, but owing to the sickness of Captain J. J. Burroughs, of counsel for the defense, the case was continued. The case is now set for Friday of next week.  
CASE GOES AGAINST CITY.  
The damage suit for \$10,000, against the city of Norfolk by Mr. Jacob Haupt, was argued on demurrer before Judge Waddell in the Circuit Court, City Attorney Taylor claiming that the city of Norfolk was not responsible for the streets of Brambleton. The court decided against the city and the case will now come up on its merits at the Spring term of the Circuit Court.  
COURT PERSONALS.  
Judge Waddell at the close of his court yesterday left for his home, in Richmond.  
Mr. George E. Bowden was yesterday appointed clerk of the United States Court for the Eastern District of Virginia. Mr. Bowden at once appointed Joseph P. Brady deputy at Richmond and J. S. Fowler deputy at Alexandria. This was made necessary by a recent act of Congress.  
Judge Waddell has ordered that all moneys of the government on deposit here be transferred to the City National Bank of Norfolk, that institution having recently been made the government depository for this city.

It is better to preserve health than to cure disease. Therefore, keep your blood pure with Hood's Sarsaparilla and be always well.

Publications Received.  
"Somnambulism," by Arthur L. Webb, with a critical review by Sidney Flower, LL. D., and published by Charles H. Kerr & Co., of Chicago, is a valuable treatise on hypnotism. The conclusions presented are based upon actual experience, and will be found both highly interesting and instructive. Price, 25 cents.

Haven & Stout's "Red Manual of Statistics," for 1899, is perhaps one of the most complete publications of its kind distributed by an American banking house to its clients. Its contents embrace detailed statistical information brought down to the present time, regarding the principal railroads of the country, the leading street railways and industrial companies, quotations for a series of years in the trade centers, and in the stock markets; a complete record of prices and statistics of grain, cotton, and petroleum, and much other financial information of great value to investors as well as the public generally. Address Haven & Stout, No. 1 Nassau street, New York.

Do you feel interested in the new colors in suitings? Early buyers have fanned the jubilee blue, and consider it well, while some of the later purchasers have been from our stock of greys, and which, in our opinion, will prove very popular this season.

RUDOLPHI & WALLACE,  
323 Main street.

Cards are out announcing the arrival of a magnificent line of spring and summer wools. We extend to all an invitation to inspect them.

RUDOLPHI & WALLACE,  
323 Main street.

All glasses prescribed by Dr. Welch guaranteed. Examinations free. 310 Main street.

# IN AN EASTERN HAREM.

Some Wonderfully Valuable Things for Women to Know

Until within a few years life in eastern harems was a veiled mystery; modern science and education have disclosed some facts which are of the most vital value and importance to womankind. The wonderful health and beauty possessed by the inmates of these harems has always been known and acknowledged, but it is the reason for the maintenance of such marvelous health and beauty which most interests the women of our land. The reason is simple. The women of eastern harems never work, fret nor worry. From birth they are trained to lives of ease and indolence, with naught to do but eat, sleep and be merry. The bath, the toilet, the dance, and the sweatings, make up the life of the harem's hours. What wonder that with such care of herself she can maintain her health and beauty! On the contrary, the life of the average American woman is made up of work, fret and worry, and these gradually break down her health, fade her beauty, and render her weak, nervous and discouraged. Woman's first duty is to seek health, and if she is not well, if she is run down from spring debility, out of order, with weak and shaky nerves, has headache, backache, female weakness or other weakening disease, she should take at once that great regulator and restorative for women, Dr. Greene's Nervura blood and nerve remedy. This wonderful remedy will restore her beauty, but best of all, give her that health and strength necessary to do her work.  
Mrs. S. F. Goodrich of Westford, Vt., says:  
"I want to give thanks for the great benefit Dr. Greene's Nervura blood and nerve remedy has been to me. For some time before I commenced using the remedy I was so badly off that I could not attend to my household duties. I could not sleep at night and everything seemed strange to me. Since taking it I think I am now myself again. I sleep well at night and am now able to attend to my household duties. I think Dr. Greene's Nervura blood and nerve remedy is a most excellent medicine, for I know it has helped me, and I recommend it to all who are suffering from disease. I cannot say too much in testifying to the merits of Nervura."  
Women should remember also that in taking Dr. Greene's Nervura they are using a regular physician's prescription, tested and proven for years in the enormous practice of Dr. Greene, of 35 West 14th St., New York City, who is acknowledged to be the most successful physician in curing nervous, chronic and female complaints, and that women can consult Dr. Greene freely and without charge, either personally or by letter.

# SUGAR BEET INDUSTRY

Proposition to Erect Manufactory in Norfolk.

If the Farmers of This Magnificent Producing Section Will Co-Operate as Desired Northern Capital Will Accomplish the Enterprise.

Can Norfolk and Tidewater truckers raise two crops of sugar beets per year? Are they willing to give over a portion of their farms to this industry? Are they ready to go into the business of raising sufficient stock—cattle, horses, sheep, hogs—to use the by-product of a 350 to 400 ton sugar-beet sugar mill and refinery?  
These questions were either asked or implied by Dr. J. M. Hines, of Buffalo, representing the New York Beet Sugar Construction Company, yesterday, in a half-hour conversation with a Virginian-Pilot representative at the office of U. S. Clerk of Courts George E. Bowden at the custom-house.

REPRESENTS BIG CAPITAL.  
Dr. Hines, who is an old friend of Mr. Bowden, is here in Norfolk, stopping at the Atlantic Hotel, and the combination he represents has an invested working capital of \$40,000,000.

On an affirmative answer to the questions above propounded depends largely the buying by his company of a large tract of land in this section, contiguous to water and railway transportation, and the erection of a \$500,000 beet-sugar manufactory.

WILLING TO INVEST.  
During the course of the chat that ensued between the newspaper man for Dr. Hines has been an able man, for of the press of the country these facts were brought out:

The company he represents is willing to acquire the property and erect the plant, which would employ a large force for from eight months to the full twelve each year; furnish free seed for the first year and pay \$5 per ton for the sugar beets raised, furnish also the by-product or waste to the farmers for feed for stock, a use for which it has proven peculiarly valuable.

The seed furnished would be the imported German "Kliten-Weichenber" sugar beet, considered the best in the world. After the first year (which would be a free gift) the seed would be furnished at absolute cost price.

A PAYING CROP.  
Taking New York as a standard, fourteen pounds of seed per acre would be needed for each sowing, and this, with proper care and cultivation (about three workings), would produce from twelve to eighteen tons per acre. An exceptional yield might reach twenty to twenty-five tons.

This, if two crops were raised, would give, at the minimum, a product per acre, at \$5 per ton, of \$120 per acre gross, and the probable yield in the prolific land of this region would likely make this more nearly \$150 net. New York State pays a bounty of \$1 per ton, making the price received by beet farmers, \$6 per ton, a neat revenue.

TWO CROPS ANNUALLY.  
Dr. Hines thinks the reports of Tidewater Virginia and North Carolina make it sure that planting the first crop early in February and the second immediately on harvesting this crop in June, two crops could be assured easily each year, but he wishes to meet the principal farmers of this section and talk with them and get their opinion. He thinks the light, loamy soil of this section would be ideal for the crops, and the use of nitrogenous fertilizers would make a fine showing. The beet-ton factory at Rome, N. Y., though running but a few years, is a big success, and if in that cold climate it pays and pays well, Dr. Hines thinks that in this ideal farming section the profit should be large.

IN THE FARMERS' HANDS.  
The factory proposed here would use 400 to 500 tons every twenty-four hours, and the half million dollars to start it only waits the action of the farmers hereabouts. Eight new factories were started by his company this past year

# WATT, RETTEW & CLAY.

Men's Neckwear  
25 and 50c. Each.

By far the best showing of Neckwear is here.

The twenty-five-cent ties look as good as most stores half-dollar goods.

Tecks, Puffs and Imperial Four-in-Hands—stripes, checks and plain black, white and red, 25c.

The fifty-cent Ties are sumptuous.

If exclusive men's furnishers had this line of puffs, tecks and new ascot-four-in-hands they would ask at least seventy-five cents for them and have you think you were getting regular dollar ties. So, at fifty cents you will readily see that it is to your interest to take a look at them.

And these,  
MEN'S LAUNDRED  
WHITE SHIRTS AT 50c.

They are in every way seventy-five cent shirts. You'll say so, too, when you see them. Have plain bosom, single and double pleat.

At 50c. there is a clear saving of a quarter dollar.

Children's  
Hosiery.

A good Ribbed Stocking at 10c. a pair—seamless, two-thread, spliced heel and toe, sizes 5 to 9½.

Three-thread Egyptian Ribbed Hose, splendid quality, absolutely stainless, spliced heel and toe, double sole and knee, 12½c. a pair. Sizes 6 to 9½.

An unusually good stocking at 17c. a pair, 3 for 50c. Wide, medium and fine rib. Three-thread knee, three-thread foot and four-thread heel and toe. Sizes 6 to 10.

At 25c. a pair—two of the most desirable weights in all-black, fine rib, and a split foot Hermsdorf Dye Stocking, for boys and girls. Beautifully finished. Positively the best 25c. Stockings in Norfolk.

# Watt, Rettew & Clay

"Indapo"  
Made a well Man  
of Me in 30 days.

This old, yet marvelous, Hindoo remedy for men cures all Nervous diseases, failing memory, Night emissions, sleeplessness, lost energy, etc., caused by overwork, past excesses or early abuses. Prevents "neuritis," restores strength, cures chronic diseases and restores vitality in old or young within 30 days. Price \$1.00 a package. 81c. for 55.00, with trial guarantee. Free of charge. Indapo, 1111 Broadway, New York City.

BURROW, MARTIN & CO., Norfolk,  
and J. W. S. BURT & CO., 222 High street, Portsmouth, Va. Jalo-tu,sa-ly

# ECLIPSE BICYCLES

THEY STAND THE TEST.  
MONTICELLO WHEEL CO.

H. D. OLIVER  
Herewith announces that he is now located at his new establishment.

No. 520 FREEMASON ST.  
P. J. MALBON,  
—DEALER IN—  
Hardware, Cutlery, &c.,  
109 COMMERCIAL PLACE.

Keep on hand a complete stock of the above from the best manufacturers in the country.

An examination of stock and prices invited.

IRWINS EXPRESS CO.,  
218 Water St., Phone 6. Either Phone

We haul anything to and from any where in the three cities. Special facilities for hauling safes, stoves, furniture and pianos. Lots hired and filling wanted.

OTHER LOCAL ON PAGE 5.